



Purchasing Tegra Medical Quick Wire & Tubing Products (QWT) at tegramedical.com/store

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4. Payment. Payment in U.S. dollars is payable only by credit card at the time of order. Payment will be through credit card processor, Stripe. If Buyer's credit card is not accepted, a notice that the order has been declined will be sent to Buyer. If credit card is declined or is not an option for payment, the order must be placed with Seller's Technical Sales by calling 508-541-4200 x1 or emailing gwt@tegramedical.com. Buyer shall notify Seller within five (5) business days of confirmation of the order of any disputed amount. Buyer and Seller shall work in good faith to resolve such dispute.

5. Shipping Terms, Risk of Loss and Damages. Unless otherwise stated, all shipments shall be F.O.B. Seller's plant, and all risk of loss or damage shall pass to Buyer upon Seller's delivery of the QWT to a common carrier. Orders shipped inside the United States may be charged to Buyer's carrier account or through a prepaid option (fixed costs for overnight, 2-day delivery or ground), at Buyer's option. Taxes of any type are neither collected nor included in the price of QWT at the time of Buyer's order.

Note any damage to the shipping container on the delivery receipt. If damage is discovered during unpacking, save the shipping container, all packing materials and the damaged QWT and request the carrier's inspection. Buyer is responsible for presenting the claim to the carrier and/or appropriate insurance company.

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7. Shipping Quantity Variances. Notify Seller promptly of any apparent shipping quantity variance by calling 508-541-4200 x1 or emailing gwt@tegramedical.com. Seller will not be responsible for shipping quantity variances unless notification is received within five (5) working days after the shipment has been delivered.

8. Returns, Refunds and Cancellations. Except for product warranty claims, no QWT may be returned for refund or replacement. For returns under a warranty claim, a Returned Materials Authorization (RMA) from Seller is required and the return is to be made in accordance with the instructions in Seller's RMA policy as stated below. In the event of cancellation of an order, Buyer shall be responsible for all costs incurred up to the date of Seller's receipt of the cancellation notice.

9. Return Materials Policy. No QWT may be returned without Seller's prior approval and Returned Materials Authorization (RMA) number. Unauthorized returns will be refused or returned to the Buyer, freight collect. All returned QWT must be in the original packaging with Seller's labels. All returns must be shipped freight prepaid, accompanied by the original packing slip or invoice, and shipped in a container bearing the RMA number on its exterior. QWT with an RMA number not received by Seller within fourteen (14) days of Buyer's receipt of the RMA number are not returnable and shall be refused or returned to the Buyer, freight collect.

10. Material Availability. Seller reserves the right to source materials meeting the listed dimensional specifications per item number from any material supplier on the Tegra Medical Approved Supplier List (ASL).

11. Warranty. Seller warrants the QWT is free from defects in materials and manufacturer's defects. This warranty does not cover defects caused by abuse, mishandling, misuse or unauthorized repairs or modifications. If any QWT are determined to be defective, Seller will, at its sole option, correct or provide replacement QWT to Buyer and reimburse Buyer for reasonable shipping charges. THE FOREGOING IS SELLER'S EXCLUSIVE PRODUCT WARRANTY, AND SELLER DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON- INFRINGEMENT OR APPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

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